

PROPERTY MANAGER SERVICE AGREEMENT



This Property Manager Service Agreement (this "Agreement") is made and entered into by and between CoStar Realty Information Inc., a Delaware corporation, through its "Off Campus Partners" brand and suite of products and services (collectively, "Off Campus Partners") and the counterparty individual or company ("User") leasing certain properties near the University or Universities identified in the Subscription Agreement (as defined below) or as noted in the online registration process.

WHEREAS, User wishes to have access to the Services provided by Off Campus Partners, and Off Campus Partners wishes to provide such Services to User, on the terms and conditions described herein;

NOW THEREFORE, in consideration of the premises, mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ONLINE LISTING SERVICE:** Pursuant to this Agreement and that certain Annual Subscription Agreement by and between User and Off Campus Partners dated the date hereof (the "Subscription Agreement"), Off Campus Partners hereby agrees to permit User to post properties for rent (the "Service") on a student-searchable service site published by Off Campus Partners (the "Service Site") and, if applicable, to provide data entry services for User in relation to the Service Site. User acknowledges and agrees that User has elected the level of Service and the additional features Off Campus Partners may include on the Service Site in the Subscription Agreement. User acknowledges and agrees that User's right to use the Service is personal to User. User agrees not to resell or make any commercial use of the Service without the express consent of Off Campus Partners. User acknowledges the Service Site includes a searchable map provided via Google Maps and thus User is also subject to and bound by [Google's Terms of Service](#) and [Google's Privacy Policy](#), both of which may be found on the applicable portion of Google's webpage. User further acknowledges that Off Campus Partners has published certain operating rules on the Service Site and that User has, in signing the Subscription Agreement and/or completing the registration process online, agreed to those rules and policies.
2. **CONTENT:** User agrees to provide certain current, complete, and accurate information about User as prompted to do so by the Service, and to maintain and update this information as required to keep it current, complete and accurate. Off Campus Partners shall provide data entry services as necessary to post this information on the Service Site. All such information shall be referred to as "Registration Data". User is solely responsible for any software, music sound, photographs, graphics, video, messages, files or other materials ("Content") which are transmitted, posted, or distributed by User through the Service, including but not limited to the contents of User's e-mail communications and photos posted by User on the Service Site or through the Service. Subject to the terms of Off Campus Partners' privacy policy, User agrees that upon posting any Content on the Service or the Service Site or providing such information to Off Campus Partners for posting on the Service Site, including but not limited to text and photographs, User grants to Off Campus Partners, and its successors and assigns, a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license under your copyrights or other intellectual property rights, if any, in and to the content, to distribute, display, and reproduce such Content to other users of the Service. User also grants Off Campus Partners the right to authorize the downloading and printing in whole or in part of any Content that User has posted to the Off Campus Partners Site or through the Service by end users for their personal use.
3. **USER SUPPORT:** Off Campus Partners maintains a customer service line and e-mail account that is available to User between 9:00 am - 5:00 pm ET Monday through Friday. In the event that User encounters an interruption in, or difficulty with, the Services, User agrees to contact customer service by e-mail or phone with a description of the problem. Off Campus Partners will initially respond to problem reports by e-mail or phone within seventy-two (72) business hours. Off Campus Partners agrees that its personnel will be appropriately trained to answer the telephone and speak with User in a positive and professional manner.
4. **PAYMENT:** In consideration for Off Campus Partners' provision of the Services, User hereby agrees to pay Off Campus Partners in the amounts and at the times indicated on the Service Site or in the Subscription Agreement. For apartment communities, management companies, and or realtors, payments shall be due within 15 days of each invoice; a ten percent (10%) service charge may apply to late payments or outstanding balances on multiple payments. All listing sales are final. You assume responsibility for your purchase, and no refunds will be issued. Once a listing is activated, the advertisement will immediately be posted on the Service Site; however, no guarantees are made as to the success of the advertisement. In addition to anything set forth herein, Off Campus Partners may: (a) on each anniversary of the last day of the calendar month in which the start date occurred, increase the fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a renewal term increase the fees or charge other fees for any portion of the Product or service provided by Off Campus

Partners, provided, that if User does not agree to the increase or charge implemented solely under this Section 4(b), then User may give written notice of termination within sixty (60) days of Off Campus Partners' notice of such increase or charge, in which case User shall continue to pay the fees in place before the proposed increase or charge until the last day of the calendar month in which User's notice of termination is delivered, and this Subscription Agreement shall terminate with respect to such portion of the Product on such date.

5. **COMPLIANCE WITH LAW:** User shall comply with all applicable local, state and federal laws, regulations and ordinances in its use of, posting on and actions in connection with the Service, the leasing of property or the operation of User's business. Without limitation of the foregoing, User shall not refuse to display, lease or sublease property posted on the Service to any person or discriminate against any qualified employee or applicant for employee due to such person's race, color, religion, national origin, sex, familial status or physical disability and shall comply with the provisions of the Fair Housing Act (42 U.S.C. § 3601 et. seq.), as it may hereafter be amended, and with all applicable state and local fair housing laws. User shall file all federal and state tax returns, pay all taxes and comply with all applicable laws relating to taxes. User shall comply with applicable state law relating to contributions and payment of unemployment taxes, workers' compensation and the payment of wages. Pursuant to federal law, User shall, without engaging in unlawful discrimination, verify the immigration status of all employees accessing the Service or leasing or servicing posted properties and shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any worker. **User hereby represents, warrants and covenants that it maintains and will maintain on each property it lists on one or more Service Sites all such licenses, permits, certificates, certificates of authority, variances, authorizations, approvals, registrations, franchises and similar consents granted or issued, or required by statute or ordinance ("Laws") to be granted or issued, by any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any domestic state, county, city or other political subdivision. User warrants and covenants that it maintains and will maintain such properties in accordance with such Laws, including but not limited to local building and fire code requirements, and will maintain on such properties such casualty and liability insurance as is customary for similar buildings in the Washington, D.C. metropolitan area. Each User operating in the District of Columbia further represents and warrants that it is party to a current master business license with the District of Columbia.**
6. **NO "SPAMMING":** User will not use the Service for chain letters, junk mail, "Spamming" or any use of distribution lists to any person who has not given specific permission to be included in such a process. For purposes of this Agreement, "Spam" or "Spamming" refers to an e-mail advertisement which is (a) addressed to a recipient with whom the initiator does not have an existing business or personal relationship and (b) is not sent at the request of or with the express consent of the recipient to receive such communications from you. If User uses the Service for Spam, Off Campus Partners reserves the right immediately to terminate User's access to the Service and to seek appropriate legal recourse as necessary.
7. **USER CONDUCT:** Off Campus Partners reserves the right, but does not assume the responsibility, to monitor or review User conduct on the Service. User's use of the Service is subject to all applicable local, state, national and international laws and regulations. User agrees: (1) to comply with U.S. law regarding the transmission of technical data exported from the United States through the Service; (2) not to use the Service for illegal purposes (including without limitation, gambling or betting); (3) not to interfere or disrupt networks connected to the Service; and (4) to comply with all regulations, policies and procedures of networks connected to the Service. The Service makes use of the Internet to send and receive certain messages; therefore, User's conduct is subject to Internet regulations, policies and procedures. User agrees not to:
 - a. Use the Service in connection with chain letters, junk mail, surveys, contests, pyramid schemes, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise);
 - b. Harvest or otherwise collect information about others, including e-mail addresses, without their consent;
 - c. Transmit through the Service any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit, or otherwise objectionable material of any kind or nature;
 - d. Invade another's privacy or violate rights of publicity or intellectual property rights (including but not limited to copyright, trademark and patent rights) while using the Service;
 - e. Transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
 - f. Interfere with another User's use and enjoyment of the Service or another entity's use and enjoyment of similar services;

- g. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - h. Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information;
 - i. Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message;
 - j. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Service any directory of Service users or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under this Agreement and the Service rules and policies;
 - k. Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
 - l. Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
 - m. Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or
 - n. Engage in any other conduct which, in Off Campus Partners' sole discretion, is considered unauthorized or objectionable.
8. **NOTICE; MODIFICATIONS TO THE SERVICE AND TO TERMS OF SERVICE:** Off Campus Partners may modify or discontinue the Service upon prior written notice to User. If applicable, Off Campus Partners may modify or discontinue add-on services, including but not limited to, housing fairs, guides, etc. in the event of scheduling conflicts or other impracticable circumstances. In the event Off Campus Partners terminates the Service (i.e. takes the Service Site down/is no longer posting properties for rent on the Service Site), Off Campus Partners shall reimburse User in whole or in part based on the days of service actually provided prior to termination for any advance fees paid pursuant to this Agreement. Off Campus Partners may change its rules, policies or terms of Service at any time. Upon any change in such rules or policies, Off Campus Partners may notify User via e-mail, and/or by posting an announcement of the changes and a link to the new rules and policies on the start-up screen. Upon User's subsequent use of the Service, User will be asked to review the new rules and policies. User acknowledges and accepts such rules and policies by continuing to use the Service. Notices from User to Off Campus Partners must be provided in writing.
9. **DISCLAIMER OF WARRANTIES:** OFF CAMPUS PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OFF CAMPUS PARTNERS MAKES NO WARRANTY THAT THE SERVICE WILL MEET USER REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES OFF CAMPUS PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE. Off Campus Partners shall, however, provide customer support to User for interruptions or errors in the Service as described in Section 3 hereto.
10. **LIMITATION OF LIABILITY:** OFF CAMPUS PARTNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF OFF CAMPUS PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES. Notwithstanding the foregoing, in the event that a court of competent jurisdiction finds Off Campus Partners liable to User for any damages of any type, USER AGREES AND ACKNOWLEDGES THAT OFF CAMPUS PARTNERS LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT RECEIVED BY OFF CAMPUS PARTNERS FROM USER DURING THE CURRENT TERM OF THIS AGREEMENT.
11. **INDEMNIFICATION:** User agrees to indemnify and hold Off Campus Partners, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Service, the violation of this Agreement by User, or the infringement by User (or other user of the Service using User's computer) of any intellectual property or other right of any person or entity.
12. **CHANGE IN PROPERTY OWNERSHIP OR MANAGEMENT:** In the event User wishes to transfer ownership or management of a property posted for rent on the Service Site, it will provide prior written notice to Off Campus Partners of such intended transfer, identifying the pertinent property in the notice and further including in such notice the name and contact information of and for the new owner or manager. The prior written consent of Off Campus Partners is a prerequisite to the assumption of this Agreement by a successor owner or manager, and such new owner or manager will be required to assume responsibility in writing for all obligations of User hereunder. Unless so assumed, User will continue to be obligated under this Agreement until the end of the Initial Term or Renewal Term, as applicable. In such case, User may request that Off Campus Partners remove the property listing from the Service Site.
13. **TERMINATION:** For apartment communities, management companies, realtors and any other User executing a Subscription Agreement, this Agreement shall be in effect from the effective date of the Subscription Agreement until the expiration of such Subscription Agreement. All such Users acknowledge and agree that the Subscription Agreement automatically renews for an additional one (1) year period at the end of each Subscription Agreement unless, at least 60 days prior to the last day of the current term, either Off Campus Partners or User gives notice to the other party that it does not wish to renew the Agreement, unless such notice is thereafter revoked by the issuing party. To be effective, User termination under this Section must be emailed to cancel@costar.com with copy to offcampus@costar.com. Off Campus Partners may also terminate the Service and User's right to use the Service (a) should any Registration Data provided by User prove to be inaccurate, (b) for User's failure to make payment at the times indicated on the Service Site or in Section 4 of this Agreement, as applicable, (c) for any violation or breach of the terms of this Agreement, including but not limited to such conduct as identified in Section 6 or Section 7 hereto, (d) upon the request of the University, or (e) at any time upon written notice. Expiration or termination of the Subscription Agreement shall also constitute termination of this Agreement. Following termination, User shall have no right and Off Campus Partners will have no obligation thereafter to forward any unread or unsent messages to User or any third party. User shall have no right and Off Campus Partners will have no obligation to export or save in electronic, paper or any other format any information posted by or to the User or any third party. Sections 8-13 shall survive termination of this Agreement.
14. **GENERAL PROVISIONS:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, excluding its conflict of law provisions. This Agreement is governed in all respects by the laws of the District of Columbia, without reference to its conflicts of laws principles. The parties hereby agree that all claims arising under or related to this Agreement shall be brought exclusively in a federal or state court in the District of Columbia and hereby irrevocably consent to the personal jurisdiction of such courts. If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Off Campus Partners' failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Off Campus Partners in writing. User and Off Campus Partners agree that any lawsuit arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.
15. **SEPARABILITY OF PROVISIONS:** Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.
16. **AMENDMENTS.** Except as provided herein, no amendment, supplement or modification of any provision of this Agreement will be effective unless made in a writing that specifically identifies this Agreement and the provision intended to be amended, supplemented or modified and is signed by Off Campus Partners and User. Each such amendment, supplement or modification will be effective only in the specific instance and for the specific purpose for which given.
17. **DISCLAIMER:** User confirms and agrees to the terms contained in the Disclaimer applicable to the Service Site.

IN WITNESS WHEREOF, the parties hereto or their authorized representatives have set their hand to this Property Manager Service Agreement as of the date on the signed Subscription Agreement or the date of online signup, whichever was first.